Muslinah bt Hassan (yang menuntut bagi dirinya sendiri dan juga mewakili 39 orang lain sebagai disenaraikan dalam Jadual 'A' di sini) lwn Hanaruddin bin Baharuddin @ Rohanuddin dan lain-lain

A

B

MAHKAMAH TINGGI (SHAH ALAM) — GUAMAN SIVIL NO BA-22NCVC-14–01 TAHUN 2016
ABD MAJID PK
27 MEI 2019

C

Prosedur Sivil — Ganti rugi — Taksiran ganti rugi — Permohonan untuk arahan bagi taksiran ganti rugi mengikut penghakiman yang diperoleh — Sama ada ganti rugi dibuktikan — Sama ada defendan perlu membayar hanya pulangan tanpa modal atau kedua-dua modal dan pulangan kepada plaintif-plaintif

D

Pada 17 Mei 2017 Mahkamah Tinggi telah memberi penghakiman memihak kepada plaintif-plaintif. Plaintif-plaintif telah membuat pelaburan jual beli emas secara atas talian kepada defendan kedua melalui ejen-ejennya iaitu defendan kelima dan defendan keenam. Plaintif-plaintif telah membuat pelaburan seperti disenaraikan di dalam Jadual A manakala Jadual B pula disenaraikan modal dan pulangan yang dituntut oleh setiap plaintif. Plaintif-plaintif telah membuat kiraan semula kepada Jadual B berpandukan keterangan dokumen-dokumen yang dikemukakan dan mengemukakan jumlah tuntutan dalam Jadual B yang dipinda. Peguam defendan kedua yang terpelajar telah membangkitkan satu isu berkenaan dengan perintah bertarikh 17 Mei 2017 ('perintah') tersebut iaitu sama ada defendan perlu membayar hanya pulangan tanpa modal atau kedua-dua modal dan pulangan kepada plaintif-plaintif.

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Diputuskan:

(1) Adalah tidak munasabah jika plaintif-plaintif hanya mendapat kembali keuntungan daripada pelaburan sahaja. Sungguhpun apa yang disebut di dalam perintah perkataan pulangan, jumlah pulangan di dalam sub-perenggan (b) di dalam perenggan (i)–(viii) adalah termasuk modal (lihat perenggan 15).

H

(2) Plaintif-plaintif telah kemukakan keterangan dokumentar bagi menyokong transaksi-transaksi yang berlaku dan beban pembuktian berpindah kepada defendan kedua bagi menyangkal bukti-bukti tersebut. Plaintif-plaintif berjaya atas imbangan keberangkalian membuktikan tuntutan ganti rugi mereka dan dengan itu defendan

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kedua hendaklah membayar ganti rugi sebanyak RM6,401,380.56 kepada plaintif-plaintif (lihat perenggan 21).

(3) Walaupun plaintif ke-29 tidak mengemukakan apa-apa dokumen sokongan berkaitan dengan tuntutannya dan berikutan itu peguam defendan kedua yang terpelajar berhujah bahawa plaintif ke-29 tidak berhak mendapat apa-apa kembali, mahkamah berpendapat ketiadaan keterangan sokongan tidak bermakna tuntutan plaintif ke-29 gagal. Tuntutan ini dibenarkan berpandukan prinsip kes *Pan Malaysian Pools Sdn Bhd v Kwan Tat Thai & Anor and other appeals* [2018] 4 MLJ 461 dan ianya satu jumlah yang nominal (lihat perenggan 22).

(4) Berkaitan dengan 'penal endorsement' di dalam perintah, mahkamah mendapati perintah tersebut telah dimeterai bermakna ia adalah satu perintah yang muktamad (*sealed/perfected*) dan mahkamah tidak boleh mengubah atau memadamkannya (lihat perenggan 23).

[English summary

On 17 May 2017, the High Court granted judgment in favor of the plaintiffs. The plaintiffs made an online gold buy and sell investment to the second defendant through their agents ie the fifth and sixth defendants. The plaintiffs made the investments as listed in Table A while Schedule B listed the capital and returns claimed by each plaintiff. The plaintiffs had reconsidered Schedule B based on the evidence of the documents submitted and submitted the amount of claims in the amended Schedule B. The learned counsel of the second defendant raised an issue regarding the order dated 17 May 2017 ('the order') ie whether the defendant had to pay only non-capital returns or both capital and returns to the plaintiffs.

Held:

(1) It would be unreasonable if the plaintiffs would only benefit from the investment. Notwithstanding what was referred to in the word return of the order, the amount of return in sub-paras (b) in paras (i)–(viii) included capital (see para 15).

(2) The plaintiffs had presented documentary evidence in support of the transactions and the burden of proof had been transferred to the second defendant to refute the evidence. The plaintiffs succeeded on the balance of probability of proving their damages claim and thus the second defendant had to pay the plaintiffs a sum of RM6,401,380.56 (see para 21).

(3) Although the 29th plaintiff had not submitted any supporting document in connection with his claim and following that the learned counsel of the second defendant argued that the 29th plaintiff was not entitled to any return, the court was of the opinion that the absence of supporting

evidence did not mean that the 29th plaintiff's claim failed. This claim was allowed under the principles of the case of *Pan Malaysian Pools Sdn Bhd v Kwan Tat Thai & Anor and other appeals* [2018] 4 MLJ 461 and it was a nominal amount (see para 22).

(4) With respect to the 'penal endorsement' in the order, the court found that the order had been sealed into meaning that it was a final order and that the court could not change or delete it (see para 23).]

Nota-nota

Untuk kes-kes mengenai taksiran ganti rugi, lihat 2(2) *Mallal's Digest* (5th Ed, 2017 Reissue) perenggan 3148–3177.

Kes-kes yang dirujuk

Bonham-Carter v Hyde Park Hotel [1948] WN 89, MR (dirujuk)
Lee Gee Pheng v RHB Bank Bhd [2004] 1 MLJ 618; [2003] 2 MLRA 122, MR (dirujuk)
Lee Sau Kong v Leow Cheng Chiang [1961] MLJ 171, MR (dirujuk)
Pan Malaysian Pools Sdn Bhd v Kwan Tat Thai & Anor and other appeals [2018] 4 MLJ 461, MR (diikut)
Popular Industries Limited v The Eastern Garment Manufacturing Sdn Bhd [1989] 3 MLJ 360; [1990] 2 CLJ Rep 635, MT (dirujuk)
Sarawak Building Supplies Sdn Bhd v The Director of Forests & Ors [2009] 9 MLJ 224, MT (dirujuk)

Ijlal Naim (Aris & Co) bagi pihak perayu.
Yong Jia Wei (Azri, Lee Swee Seng & Co) bagi pihak responden.

Abd Majid PK:

[1] Pada 17 Mei 2017 Mahkamah Tinggi telah memberi penghakiman memihak kepada plaintif-plaintif di antaranya seperti berikut:

(i) Tuntutan Plaintif-plaintif terhadap Defendan Kedua untuk pulangan sepertimana yang dinyatakan di dalam 'Jadual B' Pernyataan Tuntutan bertarikh 12.1.2016 hendaklah ditaksirkan yang mana tertakluk kepada pembuktian Plaintif-plaintif sewaktu taksiran tersebut;

...

[2] Secara ringkasnya plaintif-plaintif di dalam kes ini telah membuat pelaburan jual beli emas secara atas talian kepada defendan kedua melalui ejen-ejennya iaitu defendan kelima dan defendan keenam. Terdapat lapan program yang dipromosikan oleh defendan kedua iaitu:

(a) Tempahan Berbuyback ('TB');

A (b) Ready Stock Buyback ('RSB');

(c) Loaded 7;

(d) Loaded 8;

B (e) Skill untuk Rakyat ('SUR');

(f) Barang Kemas Berbuyback ('BKB');

(g) Tempahan Berdiskaun 24K; dan

C (h) Delay satu Bulan.

Seramai 40 plaintif-plaintif telah membuat pelaburan seperti disenaraikan di dalam Jadual A:

JADUAL A

D

No	Nama Plaintif-plaintif	No Kad Pengenalan	Program-program	Jumlah Modal (RM)
1	Muslinah Bt Hassan	851130105552	RSB, L7, SUR	RM214,075.40
2	Aesah @ Zaharah Binti Awang	520714035440	L8	RM14,900.00
3	Ain Aqilah Amni Binti Farzli Husni [seorang budak atau yang belum dewasa oleh wakil litigasinya, Khairunisa Binti Ihsan (No K/P: 841104-01-5968)]	100730100272	RSB, SUR	RM6,094.80
4	Aishah Binti Ahmad	840903115004	RSB, L7, L8	RM35,920.00
5	Azman Bin Muhamad	690220106183	L8	RM12,700.00
6	Azmimah Bt Ismail	800131065230	RSB, L7, L8	RM18,000.00
7	Badrul Hisham Bin Mohd Yusoff	740109105601	Tempahan Berdiskaun 24K, Delay 1 Bulan	RM545,000.00
8	Hannani Auni Binti Abdul Quddus [seorang budak atau yang belum dewasa oleh wakil litigasinya, Abdul Quddus Bin Abu Jamal (No K/P: 851125-06-5277)]	130508101642	SUR	RM1,288.80
9	Hassan Bin Md Derus	530621045235	L7, L8	RM101,900.00

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10	Husmaliesha Bt Che Hussien	850122035676	L7, L8	RM5,400.00
11	Jalilah Binti Hassan	840320105242	RSB, L7, L8	RM77,796.60
12	Juhana Bt Ab Wahab	680101015626	RSB	RM1,800.00
13	Khairunisa Binti Ihsan	841104015968	RSB, L7, SUR	RM66,600.40
14	Mardhiah Irdina Bt Mohammad Azhar [seorang budak atau yang belum dewasa oleh wakil litigasinya, Jalilah Binti Hassan (No K/P: 840320-10-5242)]	130307102104	RSB, SUR	RM779.40
15	Marian Binti Idris	630317715212	RSB	RM10,080.00
16	Mohammad Azhar Bin Saian	820816105707	SUR	RM900.00
17	Mohd Fathmi Ahamad Fuad	820821065519	L8	RM4,500.00
18	Mohd Zulkiflee Bin Ismail	790414035115	L8	RM26,400.00
19	Muhammad Azfar Hadiff Bin Mohamad Azhar [seorang budak atau yang belum dewasa oleh wakil litigasinya, Jalilah Binti Hassan (No K/P: 840320-10-5242)]	101114100759	RSB, SUR	RM1,261.80
20	Muhammad Faidhah Bin Hassan	890111105399	RSB, L7, SUR, BKB	RM101,744.20
21	Abdul Quddus Bin Abu Jamal	851125065277	L7	RM9,200.00
22	Muttmainnah Binti Nazari	840417105564	RSB	RM900.00
23	Noor Saadah Bt Halim	900216155102	RSB, L8	RM90,000.00
24	Nor Shahidah Binti Ali	870113015516	RSB, L7	RM9,540.00
25	Norhazlina Bt Hashim	820205095052	RSB	RM9,000.00
26	Normawati Bt Adam	720721055454	RSB, L8	RM44,100.00
27	Nurul Aiman Binti Abu Jamal	950106065478	SUR	RM2,025.00
28	Rozaimah Bt Mat Ali	800228016160	RSB, L8	RM10,250.00
29	Rozita Binti Abdul Rahman	830828035012	SUR	RM600.00
30	Rumaizah Binti Shkori	841020035750	L8	RM4,500.00
31	Siti Aishah Binti Muhd Amin Alrashid	850225015256	RSB, L8	RM11,700.00
32	Siti Hajar Mat Sarip	831016105614	RSB, L7, SUR	RM11,900.00

33	Siti Meriam Bt Yusoff	611006035240	TB, RSB, L7, L8	RM44,800.00
34	Siti Nazirah Binti Nasir	870305015190	TB, RSB, L8, SUR	RM5,310.00
35	Siti Noraini Binti Mohd Tamin	840307016448	RSB, L7, L8	RM100,758.80
36	Wajiha Bt Jalil	580124045504	L7, L8	RM121,250.00
37	Zafirah Liyana Binti Abdullah	850401065878	RSB, L8, SUR	RM121,080.00
38	Zatur Rawihah Bt Abu Jamal	831024065464	RSB, L8, SUR	RM10,021.80
39	Zulhaya Binti Ahmad Marzuki	791022015742	TB, SUR	RM9,695.00
40	Zurimi Binti Zainal Abidin	860804595354	RSB, L8, SUR	RM63,090.00

Di dalam Jadual B pula disenaraikan modal dan pulangan yang dituntut oleh setiap plaintif. Ia adalah seperti berikut:

JADUAL B

Pengiraan jumlah tuntutan Plaintif-plaintif terhadap Defendan-defendan untuk wang sejumlah RM1,926,862.00 (bersamaan dengan 16.33 kilogram emas-emas fizikal) bagi modal yang sah dibayar kepada Defendan-defendan dan/atau RM6,719,377.90 bagi pulangan yang gagal dan/atau abai dibayar oleh Defendan-defendan adalah berdasarkan butir-butir yang dinyatakan di bawah:-

(i) Program Tempahan Berbuyback

(a) Plaintif-plaintif menuntut daripada Defendan Pertama, Defendan Ke-2, Defendan Ke-3, Defendan Ke-4, Defendan Ke-5 dan/atau Defendan Ke-6 untuk *modal* yang telah dibayar seperti berikut:-

No.	Plaintif-plaintif	Jumlah Modal (RM)
1.	Plaintif Ke-33	50gram = RM9,000.00
2.	Plaintif Ke-34	5gram = RM900.00
3.	Plaintif Ke-39	70gram = RM9,180.00 (Program TB seterusnya dimansuhkan dan ditukar kepada Program RSB)
	Jumlah keseluruhan:	125gram = RM19,080.00

(b) Plaintif-plaintif menuntut daripada Defendan Pertama, Defendan Ke-2, Defendan Ke-3, Defendan Ke-4, Defendan Ke-5 dan/atau Defendan Ke-6 untuk *pulangan* yang dijanji seperti berikut:-

No.	Plaintif-plaintif	Jumlah pulangan yang dijanjikan (RM)	Jumlah pulangan yang belum diterima (RM)
1.	Plaintif Ke-33	RM9,600.00	RM9,600.00
2.	Plaintif Ke-34	RM960.00	RM960.00
		Jumlah keseluruhan:	RM10,560.00

(ii) Program Ready Stock Berbuyback

(a) Plaintif-plaintif menuntut daripada Defendan Pertama, Defendan Ke-2, Defendan Ke-3, Defendan Ke-4, Defendan Ke-5 dan/atau Defendan Ke-6 untuk *modal* yang telah dibayar seperti berikut:-

No.	Plaintif-plaintif	Jumlah Modal (RM)
1.	Plaintif Pertama	400gram = RM72,000.00
2.	Plaintif Ke-3	15gram = RM2,700.00
3.	Plaintif Ke-4	99gram = RM17,820.00
4.	Plaintif Ke-6	50gram = RM9,000.00
5.	Plaintif Ke-11	141.62gram = RM15,546.00
6.	Plaintif Ke-12	10gram = RM1,800.00
7.	Plaintif Ke-13	150gram = RM27,000.00
8.	Plaintif Ke-14	3gram = RM540.00
9.	Plaintif Ke-15	56gram = RM10,080.00
10.	Plaintif Ke-19	3gram = RM540.00
11.	Plaintif Ke-20	20gram = RM3,600.00
12.	Plaintif Ke-22	5gram = RM900.00
13.	Plaintif Ke-23	20gram = RM3,600.00
14.	Plaintif Ke-24	28gram = RM5,040.00
15.	Plaintif Ke-25	50gram = RM9,000.00
16.	Plaintif Ke-26	180gram = RM32,400.00
17.	Plaintif Ke-28	44.44gram = RM8,000.00
18.	Plaintif Ke-31	40gram = RM7,200.00
19.	Plaintif Ke-32	10gram = RM1,800.00
20.	Plaintif Ke-33	141.67gram = RM25,500.00
21.	Plaintif Ke-34	15gram = RM2,700.00
22.	Plaintif Ke-35	323.66gram = RM56,458.80
23.	Plaintif Ke-37	345gram = RM54,900.00
24.	Plaintif Ke-38	46.67gram = RM8,400.00
25.	Plaintif Ke-40	15.33gram = RM2,759.40
	Jumlah keseluruhan:	2,212.39gram = RM379,284.20

(b) Plaintif-plaintif menuntut daripada Defendan Pertama, Defendan Ke-2, Defendan Ke-3, Defendan Ke-4, Defendan Ke-5 dan/atau Defendan Ke-6 untuk *pulangan* yang dijanji seperti berikut:-

No.	Plaintif-plaintif	Jumlah pulangan yang dijanjikan (RM)	Jumlah pulangan yang belum diterima (RM)
1.	Plaintif Pertama	RM76,800.00	RM76,800.00
2.	Plaintif Ke-3	RM5,580.00	RM5,580.00
3.	Plaintif Ke-4	RM25,344.00	RM25,344.00
4.	Plaintif Ke-6	RM9,600.00	RM9,600.00
5.	Plaintif Ke-11	RM27,191.04	RM27,191.04
6.	Plaintif Ke-12	RM1,920.00	RM1,920.00
7.	Plaintif Ke-13	RM55,800.00	RM55,800.00
8.	Plaintif Ke-14	RM576.00	RM576.00
9.	Plaintif Ke-15	RM10,752.00	RM10,752.00
10.	Plaintif Ke-19	RM576.00	RM576.00
11.	Plaintif Ke-20	RM3,840.00	RM3,840.00
12.	Plaintif Ke-22	RM1,920.00	RM1,760.00
13.	Plaintif Ke-23	RM1,920.00	RM1,920.00
14.	Plaintif Ke-24	RM5,376.00	RM4,480.00
15.	Plaintif Ke-25	RM9,600.00	RM9,600.00
16.	Plaintif Ke-26	RM34,560.00	RM34,560.00
17.	Plaintif Ke-28	RM9,412.80	RM9,412.80
18.	Plaintif Ke-31	RM7,680.00	RM7,680.00
19.	Plaintif Ke-32	RM1,760.00	RM1,440.00
20.	Plaintif Ke-33	RM27,200.64	RM27,200.64
21.	Plaintif Ke-34	RM4,320.00	RM4,320.00
22.	Plaintif Ke-35	RM10,357.12	RM10,357.12
23.	Plaintif Ke-37	RM58,560.00	RM58,560.00
24.	Plaintif Ke-38	RM192,927.42	RM192,927.42
25.	Plaintif Ke-39	RM11,648.00 (Sebelum ini Program TB)	RM11,648.00
26.	Plaintif Ke-40	RM3,188.64	RM3,188.64
		Jumlah keseluruhan:	RM597,033.66

(iii) Program Loaded 7

(a) Plaintif-plaintif menuntut daripada Defendan Pertama, Defendan Ke-2, Defendan Ke-3, Defendan Ke-4, Defendan Ke-5 dan/atau Defendan Ke-6 untuk *modal* yang telah dibayar seperti berikut:-

No.	Plaintif-plaintif	Jumlah Modal (RM)
1.	Plaintif Pertama	1500gram = RM141,800.00
2.	Plaintif Ke-4	100gram = RM4,500.00
3.	Plaintif Ke-6	100gram = RM4,500.00

No.	Plaintif-plaintif	Jumlah Modal (RM)
4.	Plaintif Ke-9	1000gram = RM92,000.00
5.	Plaintif Ke-10	100gram = RM4,500.00
6.	Plaintif Ke-11	300gram = RM27,600.00
7.	Plaintif Ke-13	100gram = RM5,800.00
8.	Plaintif Ke-20	1000gram = RM92,000.00
9.	Plaintif Ke-21	100gram = RM9,200.00
10.	Plaintif Ke-24	100gram = RM4,500.00
11.	Plaintif Ke-32	100gram = RM9,200.00
12.	Plaintif Ke-33	100 gram = RM5,800.00
13.	Plaintif Ke-35	200gram = RM18,400.00
14.	Plaintif Ke-36	100gram = RM9,200.00
	Jumlah keseluruhan:	4,900gram = RM429,000.00

(b) Plaintif-plaintif menuntut daripada Defendan Pertama, Defendan Ke-2, Defendan Ke-3, Defendan Ke-4, Defendan Ke-5 dan/atau Defendan Ke-6 untuk *pulangan* yang dijanji seperti berikut:-

No.	Plaintif-plaintif	Jumlah pulangan yang dijanjikan (RM)	Jumlah pulangan yang belum diterima (RM)
1.	Plaintif Pertama	RM188,300.00	RM293,300.00
2.	Plaintif Ke-4	RM12,300.00	RM11,070.00
3.	Plaintif Ke-6	RM12,300.00	RM11,070.00
4.	Plaintif Ke-9	RM224,000.00	RM224,000.00
5.	Plaintif Ke-10	RM12,300.00	RM12,300.00
6.	Plaintif Ke-11	RM67,200.00	RM67,200.00
7.	Plaintif Ke-13	RM12,300.00	RM12,300.00
8.	Plaintif Ke-20	RM224,000.00	RM224,000.00
9.	Plaintif Ke-21	RM22,400.00	RM22,400.00
10.	Plaintif Ke-24	RM12,300.00	RM11,070.00
11.	Plaintif Ke-32	RM10,100.00	RM10,100.00
12.	Plaintif Ke-33	RM12,300.00	RM12,300.00
13.	Plaintif Ke-35	RM24,600.00	RM24,600.00
14.	Plaintif Ke-36	RM22,400.00	RM22,400.00
		Jumlah keseluruhan:	RM958,110.00

(iv) Program Loaded 8

(a) Plaintif-plaintif menuntut daripada Defendan Pertama, Defendan Ke-2, Defendan Ke-3, Defendan Ke-4, Defendan Ke-5 dan/atau Defendan Ke-6 untuk *modal* yang telah dibayar seperti berikut:-

No.	Plaintif-plaintif	Jumlah Modal (RM)
1.	Plaintif Ke-2	100gram = RM14,900.00
2.	Plaintif Ke-4	120gram = RM13,600.00
3.	Plaintif Ke-5	100gram = RM12,700.00

No.	Plaintif-plaintif	Jumlah Modal (RM)
4.	Plaintif Ke-6	100gram = RM4,500.00
5.	Plaintif Ke-9	220gram = RM9,900.00
6.	Plaintif Ke-10	20gram = RM900.00
7.	Plaintif Ke-11	610gram = RM34,650.00
8.	Plaintif Ke-17	100gram = RM4,500.00
9.	Plaintif Ke-18	200gram = RM26,400.00
10.	Plaintif Ke-23	800gram = RM86,400.00
11.	Plaintif Ke-26	100gram = RM11,700.00
12.	Plaintif Ke-28	50gram = RM2,250.00
13.	Plaintif Ke-30	100gram = RM4,500.00
14.	Plaintif Ke-31	100gram = RM4,500.00
15.	Plaintif Ke-33	100gram = RM4,500.00
16.	Plaintif Ke-34	30gram = RM1,350.00
17.	Plaintif Ke-35	200gram = RM25,900.00
18.	Plaintif Ke-36	1230gram = RM112,050.00
19.	Plaintif Ke-37	500gram = RM66,000.00
20.	Plaintif Ke-38	20gram = RM900.00
21.	Plaintif Ke-40	403gram = RM59,850.00
	Jumlah keseluruhan:	5,203gram = RM501,950.00

(b) Plaintif-plaintif menuntut daripada Defendan Pertama, Defendan Ke-2, Defendan Ke-3, Defendan Ke-4, Defendan Ke-5 dan/atau Defendan Ke-6 untuk *pulangan* yang dijanji seperti berikut:-

No.	Plaintif-plaintif	Jumlah pulangan yang dijanjikan (RM)	Jumlah pulangan yang belum diterima (RM)
1.	Plaintif Ke-2	RM30,000.00	RM4,900.00
2.	Plaintif Ke-4	RM22,000.00	RM14,700.00
3.	Plaintif Ke-5	RM20,000.00	RM2,700.00
4.	Plaintif Ke-6	RM10,000.00	RM10,000.00
5.	Plaintif Ke-9	RM22,400.00	RM22,400.00
6.	Plaintif Ke-10	RM2,000.00	RM2,000.00
7.	Plaintif Ke-11	RM71,000.00	RM71,000.00
8.	Plaintif Ke-17	RM10,000.00	RM10,000.00
9.	Plaintif Ke-18	RM46,400.00	RM26,400.00
10.	Plaintif Ke-23	RM166,800.00	RM96,100.00
11.	Plaintif Ke-26	RM20,000.00	RM11,700.00
12.	Plaintif Ke-28	RM5,000.00	RM5,000.00
13.	Plaintif Ke-30	RM10,000.00	RM4,500.00
14.	Plaintif Ke-31	RM10,000.00	RM10,000.00
15.	Plaintif Ke-33	RM10,000.00	RM10,000.00
16.	Plaintif Ke-34	RM3,000.00	RM3,000.00

No.	Plaintif-plaintif	Jumlah pulangan yang dijanjikan (RM)	Jumlah pulangan yang belum diterima (RM)
17.	Plaintif Ke-35	RM20,000.00	RM20,000.00
18.	Plaintif Ke-36	RM193,000.00	RM123,000.00
19.	Plaintif Ke-37	RM66,000.00	RM16,000.00
20.	Plaintif Ke-38	RM2,000.00	RM2,000.00
21.	Plaintif Ke-40	RM133,000.00	RM133,000.00
		Jumlah keseluruhan:	RM598,400.00

(v) Program Skill Untuk Rakyat

(a) Plaintif-plaintif menuntut daripada Defendan Pertama, Defendan Ke-2, Defendan Ke-3, Defendan Ke-4, Defendan Ke-5 dan/atau Defendan Ke-6 untuk *modal* yang telah dibayar seperti berikut:-

No.	Plaintif-plaintif	Jumlah Modal (RM)
1.	Plaintif Pertama	1.53gram = RM275.40
2.	Plaintif Ke-3	18.86gram = RM3,394.80
3.	Plaintif Ke-8	7.16gram = RM1,288.80
4.	Plaintif Ke-13	187.78gram = RM33,800.40
5.	Plaintif Ke-14	1.33gram = RM239.40
6.	Plaintif Ke-16	5gram = RM900.00
7.	Plaintif Ke-19	4.01gram = RM721.80
8.	Plaintif Ke-20	24.69gram = RM4,444.20
9.	Plaintif Ke-27	11.25gram = RM2,025.00
10.	Plaintif Ke-29	3.33gram = RM600.00
11.	Plaintif Ke-32	5gram = RM900.00
12.	Plaintif Ke-34	2gram = RM360.00
13.	Plaintif Ke-37	1gram = RM180.00
14.	Plaintif Ke-38	4.01gram = RM721.80
15.	Plaintif Ke-39	3gram = RM515.00
16.	Plaintif Ke-40	2.67gram = RM480.60
	Jumlah keseluruhan:	282.62gram = RM50,847.20

(b) Plaintif-plaintif menuntut daripada Defendan Pertama, Defendan Ke-2, Defendan Ke-3, Defendan Ke-4, Defendan Ke-5 dan/atau Defendan Ke-6 untuk *pulangan* yang dijanji seperti berikut:-

No.	Plaintif-plaintif	Jumlah pulangan yang dijanjikan (RM)	Jumlah pulangan yang belum diterima (RM)
1.	Plaintif Pertama	RM293.76	RM293.76
2.	Plaintif Ke-3	RM7,015.92	RM7,015.92
3.	Plaintif Ke-8	RM1,374.72	RM1,374.72
4.	Plaintif Ke-13	RM69,854.16	RM69,854.16
5.	Plaintif Ke-14	RM234.08	RM234.08
6.	Plaintif Ke-16	RM960.00	RM960.00

No.	Plaintif-plaintif	Jumlah pulangan yang dijanjikan (RM)	Jumlah pulangan yang belum diterima (RM)
7.	Plaintif Ke-19	RM7,040.00	RM7,040.00
8.	Plaintif Ke-20	RM3,168.00	RM3,168.00
9.	Plaintif Ke-27	RM2,160.00	RM2,160.00
10.	Plaintif Ke-29	RM459.54	RM459.54
11.	Plaintif Ke-32	RM960.00	RM960.00
12.	Plaintif Ke-34	RM840.00	RM840.00
13.	Plaintif Ke-37	RM180.00	RM180.00
14.	Plaintif Ke-38	RM769.20	RM769.20
15.	Plaintif Ke-39	RM1069.20	RM1069.20
16.	Plaintif Ke-40	RM411.18	RM411.18
		Jumlah keseluruhan:	RM96,789.76

(vi) Program Barang Kemas Berbuyback

(a) Plaintif-plaintif menuntut daripada Defendan Pertama, Defendan Ke-2, Defendan Ke-3, Defendan Ke-4, Defendan Ke-5 dan/atau Defendan Ke-6 untuk *modal* yang telah dibayar seperti berikut:-

No.	Plaintif	Jumlah Modal (RM))
1.	Plaintif Ke-20	10gram = RM1,700.00
	Jumlah keseluruhan:	10gram = RM1,700.00

(b) Plaintif-plaintif menuntut daripada Defendan Pertama, Defendan Ke-2, Defendan Ke-3, Defendan Ke-4, Defendan Ke-5 dan/atau Defendan Ke-6 untuk *pulangan* yang dijanji seperti berikut:-

No.	Plaintif-plaintif	Jumlah pulangan yang dijanjikan (RM)	Jumlah pulangan yang belum diterima (RM)
1.	Plaintif Ke-20	RM1,284.48	RM1,284.48
		Jumlah keseluruhan:	RM1,284.48

(vii) Program Tempahan Berbuyback 24K

(a) Plaintif-plaintif menuntut daripada Defendan Pertama, Defendan Ke-2, Defendan Ke-3, Defendan Ke-4, Defendan Ke-5 dan/atau Defendan Ke-6 untuk *modal* yang telah dibayar seperti berikut:-

No.	Plaintif	Jumlah Modal (RM)
1.	Plaintif Ke-7	2000gram = RM276,000.00
	Jumlah keseluruhan:	2000gram = RM276,000.00

(b) Plaintif-plaintif menuntut daripada Defendan Pertama, Defendan Ke-2, Defendan Ke-3, Defendan Ke-4, Defendan Ke-5 dan/atau Defendan Ke-6 untuk *pulangan* yang dijanji seperti berikut:-

No.	Plaintif-plaintif	Jumlah pulangan yang dijanjikan (RM)	Jumlah pulangan yang belum diterima (RM)
1.	Plaintif Ke-7	RM2,332,000.00	RM2,100,600.00
		Jumlah keseluruhan:	RM2,100,600.00

(viii) Program Delay 1 Bulan

(a) Plaintif-plaintif menuntut daripada Defendan Pertama, Defendan Ke-2, Defendan Ke-3, Defendan Ke-4, Defendan Ke-5 dan/atau Defendan Ke-6 untuk *modal* yang telah dibayar seperti berikut:-

No.	Plaintif	Jumlah Modal (RM)
1.	Plaintif Ke-7	1600gram = RM269,000.00
	Jumlah keseluruhan:	1600gram = RM269,000.00

(b) Plaintif-plaintif menuntut daripada Defendan Pertama, Defendan Ke-2, Defendan Ke-3, Defendan Ke-4, Defendan Ke-5 dan/atau Defendan Ke-6 untuk *pulangan* yang dijanji seperti berikut:-

No.	Plaintif-plaintif	Jumlah pulangan yang dijanjikan (RM)	Jumlah pulangan yang belum diterima (RM)
1.	Plaintif Ke-7	RM2,588,000.00	RM2,356,600.00
		Jumlah keseluruhan:	RM2,356,600.00

[3] Pihak plaintif-plaintif telah membuat kiraan semula kepada Jadual B berpandukan keterangan dokumen-dokumen yang dikemukakan dan mengemukakan Jadual B yang dipinda jumlah tuntutan seperti berikut:

No.	Nama Plaintif-plaintif	Jumlah pulangan yang dituntut
1	Muslinah Bt Hassan	RM362,593.76
2	Aesah @ Zaharah Binti Awang	RM4,900.00
3	Ain Aqilah Amni Binti Farzli Husni [seorang budak atau yang belum dewasa oleh wakil litigasinya, Khairunisa Binti Ihsan (No K/P: 841104-01-5968)]	RM6,801.12
4	Aishah Binti Ahmad	RM46,758.00
5	Azman Bin Muhamad	RM2,700.00
6	Azmimah Bt Ismail	RM30,670.00
7	Badrul Hisham Bin Mohd Yusoff	RM4,444,800.00
8	Hannani Auni Binti Abdul Quddus [seorang budak atau yang belum dewasa oleh wakil litigasinya, Abdul Quddus Bin Abu Jamal (No K/P: 851125-06-5277)]	RM1,374.72
9	Hassan Bin Md Derus	RM246,400.00
10	Husmaliesha Bt Che Hussien	RM14,300.00
11	Jalilah Binti Hassan	RM158,277.84
12	Juhana Bt Ab Wahab	RM1,920.00
13	Khairunisa Binti Ihsan	RM80,153.36

No.	Nama Plaintif-plaintif	Jumlah pulangan yang dituntut
14	Mardhiah Irdina Bt Mohammad Azhar [seorang budak atau yang belum dewasa oleh wakil litigasinya, Jalilah Binti Hassan (No K/P: 840320-10-5242)]	RM810.08
15	Marian Binti Idris	RM10,752.00
16	Mohammad Azhar Bin Saian	RM960.00
17	Mohd Fathmi Ahamad Fuad	RM10,000.00
18	Mohd Zulkiflee Bin Ismail	RM26,400.00
19	Muhammad Azfar Hadiff Bin Mohamad Azhar [seorang budak atau yang belum dewasa oleh wakil litigasinya, Jalilah Binti Hassan (No K/P: 840320-10-5242)]	RM1,345.92
20	Muhammad Faidhah Bin Hassan	RM232,292.48
21	Abdul Quddus Bin Abu Jamal	RM22,400.00
22	Muttmainnah Binti Nazari	RM1,060.00
23	Noor Saadah Bt Halim	RM81,920.00
24	Nor Shahidah Binti Ali	RM15,550.00
25	Norhazlina Bt Hashim	RM9,600.00
26	Normawati Bt Adam	RM46,260.00
27	Nurul Aiman Binti Abu Jamal	RM2,160.00
28	Rozaimah Bt Mat Ali	RM14,422.80
29	Rozita Binti Abdul Rahman	RM459.54
30	Rumaizah Binti Shkori	RM4,500.00
31	Siti Aishah Binti Muhd Amin Alrashid	RM17,680.00
32	Siti Hajar Mat Sarip	RM12,500.00
33	Siti Meriam Bt Yusoff	RM59,100.64
34	Siti Nazirah Binti Nasir	RM7,524.00
35	Siti Noraini Binti Mohd Tamin	RM93,291.92
36	Wajiha Bt Jalil	RM145,400.00
37	Zafirah Liyana Binti Abdullah	RM74,740.00
38	Zatur Rawihah Bt Abu Jamal	RM12,663.36
39	Zulhaya Binti Ahmad Marzuki	RM12,489.20
40	Zurimi Binti Zainal Abidin	RM83,899.82
	Jumlah:	RM6,401,830.56

[4] Peguam defendan kedua yang terpelajar telah membangkitkan satu isu berkenaan dengan perintah bertarikh 17 Mei 2017 ('perintah') tersebut iaitu sama ada defendan perlu membayar hanya pulangan tanpa modal atau kedua-dua modal dan pulangan kepada plaintif-plaintif. Peguam defendan kedua yang terpelajar menghujahkan bahawa hanya modal sahaja tanpa

pulangan manakala peguam plaintif-plaintif yang terpelajar menghujahkan kedua-duanya.

[5] Bagi menentukan apakah maksud perintah berkenaan, saya kira perlu melihat kembali relif yang dipohon oleh plaintif-plaintif. Relif-relif yang dipohon adalah seperti berikut:

Terhadap defendan pertama, defenden kedua, defendan ketiga dan defendan keempat:

(A) wang sejumlah RM1,926,862 bagi pembayaran modal dan/atau RM6,719,377.90 bagi pembayaran pulangan yang gagal dan/atau abai dibayar oleh defendan pertama, defendan kedua, defendan ketiga, defendan keempat sepertimana yang dinyatakan di dalam 'Jadual B';

Terhadap defendan kelima:

(B) wang sejumlah RM1,381,862 (jumlah yang disahkan dibayar oleh plaintif-plaintif) kepada defendan kelima sepertimana yang dinyatakan di dalam 'Jadual B';

Terhadap defendan keenam:

(C) wang sejumlah RM545,000 (jumlah yang disahkan dibayar oleh plaintif ketujuh) kepada defendan keenam sepertimana yang dinyatakan di dalam 'Jadual B';

Terhadap defendan kedua:

(D) ganti rugi am untuk ditaksirkan oleh timbalan pendaftar/penolong kanan pendaftar bagi kemungkiran perjanjian-perjanjian lisan dan defendan kedua;

Terhadap defendan pertama, defendan ketiga, defendan keempat dan defendan kelima dan defendan keenam:

(E) ganti rugi am untuk salah nyata (*misrepresentation*) terhadap defendan pertama, defendan ketiga, defendan keempat, defendan kelima dan defendan keenam;

ganti rugi am untuk tort konspirasi untuk menipu (*tort of conspiracy to*

A *defraud*) terhadap defendan pertama, defendan ketiga, defendan keempat, defendan kelima dan defendan keenam;

(G) gantirugi kerana dorongan kemungkiran perjanjian lisan ('damages for inducement of breach of oral agreement') terhadap defendan pertama, defendan ketiga, defendan keempat, defendan kelima dan defendan keenam;

Terhadap defendan-defendan:

(H) satu perintah bahawa emas-emas fizikal yang telah diberikan kepada dan diterima oleh defendan pertama, defendan kedua, defendan ketiga, defendan keempat, defendan kelima dan defendan keenam sebanyak 16.33kg dalam mana-mana bentuk barang kemas 1gram, 10gram, 20gram dan 50gram, 'Casting PAMP Suisse 999.9 100gram', 'Minted PAMP Suisse 999.9 100gram' dan 'Casting PAMP Suisse 999.9 1kilogram' dipulangkan dengan serta-merta kepada plaintif-plaintif;

(I) faedah ke atas jumlah ganti rugi-ganti rugi pada kadar 5% setahun dari tarikh pemfailan writ saman ini sehingga ke tarikh penyelesaian penuh;

(J) kos ditanggung dan dibayar oleh defendan-defendan kepada plaintif-plaintif; dan

(K) lain-lain relif yang mahkamah mulia ini fikir wajar dan berpatutan.

[6] Mahkamah perbicaraan memutuskan hanya defendan kedua bertanggungan dan 'pulangan sepertimana yang dinyatakan di dalam 'Jadual B" dibenarkan. Oleh yang demikian relif yang berkenaan dengan defendan kedua ialah sebahagian relif perenggan A dan perenggan D. Relif perenggan H ditolak.

[7] Jadual B bermula dengan perkataan-perkataan seperti berikut:

> Pengiraan jumlah tuntutan Plaintif-plaintif terhadap Defendan-defendan untuk wang sejumlah RM1,926,862.00 (bersamaan dengan 16.33 kilogram emas-emas fizikal) bagi modal yang sah dibayar kepada Defendan-defendan dan/atau RM6,719,377.90 bagi pulangan yang gagal dan/atau abai dibayar oleh Defendan-defendan adalah berdasarkan butir-butir yang dinyatakan di bawah:-
>
> ...

Relif perenggan H yang tidak dibenarkan itu merujuk kepada emas fizikal yang

beratnya 16.33kg. Oleh yang demikian ini bermakna tuntutan bagi RM1,926,862 di dalam relif perenggan A tidak lagi dikira atau dipertimbangkan. RM1,926,862 adalah jumlah modal yang dinyatakan dalam pernyataan tuntutan di Jadual B di dalam setiap sub-perenggan (a) kepada perenggan (i)–(viii). Sehubungan itu hanya jumlah RM6,719,377.90 sahaja yang dibenarkan dan tertakluk kepada pembuktian dan perenggan D yang perlu dipertimbangkan bagi prosiding tafsiran ganti rugi ini.

[8] Sebagaimana yang dinyatakan di pernyataan tuntutan Jadual B di dalam setiap sub-perenggan (b) kepada perenggan (i)–(viii) setelah dijumlahkan ialah RM6,719,377.90 dan jumlah ini dirujuk sebagai pulangan di dalam Jadual B. Jumlah inilah yang menjadi subjek kepada prosiding tafsiran ganti rugi ini. Memandangkan terdapat 40 plaintif di dalam kes ini dan mereka membuat pelaburan di dalam beberapa program, saya menggunakan tuntutan plaintif pertama sebagai contoh. Plaintif pertama telah melabur dalam tiga program iaitu RSB, Loaded 7 dan SUR.

[9] Bagi program RSB plaintif pertama telah beli emas seberat 400gm dengan harga RM72,000 pada harga RM180 per gram dan jual balik kepada defendan kedua dengan harga RM212 per gram iaitu RM84,800 (formula perkiraan seperti di eksh AQ3 lampiran 97). Keuntungan adalah RM12,800. Peguam defendan yang terpelajar menghujahkan plaintif pertama hanya layak dibayar ganti rugi bagi program RSB ini sebanyak RM12,800 sahaja iaitu jumlah pulangan sebagaimana yang dinyatakan di dalam perintah. Ini bermakna walaupun plaintif telah melabur sebanyak RM72,000 bagi program RSB dia hanya layak atau dalam ertikata lain berjaya menuntut hanya RM12,800.

[10] Bagi saya, ini tidak masuk akal sebab RM12,800 adalah keuntungan berasaskan harga belian balik pada RM212 per gram oleh defendan kedua dan ianya berdasarkan kepada bilangan gram yang dibeli. Oleh itu apa yang wajar diterima oleh plaintif pertama ialah RM72,000 campur keuntungan RM12,800 menjadikan jumlah keseluruhan baginya di bawah program RSB ialah RM84,800. Plaintif pertama bagaimana pun menuntut RM76,800 iaitu baki yang masih belum diterima.

[11] Bagi program Loaded 7, plaintif pertama telah membuat pelaburan berjumlah RM141,800. Bukti pembelian dikemukakan di eksh MH2 dalam lampiran 65. Mengikut formula yang dijanjikan seperti di dalam eksh AQ4 lampiran 97 plaintif pertama harus menerima RM325,900. walau bagaimanapun plaintif pertama telah menerima RM40,400. Oleh itu dia hanya menuntut baki sebanyak RM285,500.

[12] Bagi program SUR, belian pada harga RM180 per gram dan jualan

A semula pada harga RM192 per gram. Plaintif pertama telah membeli emas seberat 1.53g dengan harga RM275.40. Mengikut formula jika emas itu dijual balik, keuntungan sebanyak RM12 diberikan bagi 1g. Oleh itu plaintif pertama akan mendapat modal RM275.40 + keuntungan sebanyak RM18.36 yang mana jumlah keseluruhan ialah RM293.76.

B

[13] Pihak defendan mempertikaikan tuntutan plaintif pertama bagi program Loaded 7 ini di mana per 100g mengikut defendan ialah RM94 dan bukannya RM11,300. Menurut hujah peguam defendan yang terpelajar slip bank di ms 125 lampiran 65 tidak dinyatakan untuk pembayaran apa tetapi C defendan kedua tidak pula menyangkal nombor akaun yang tercetak di dalam slip bank tersebut kepunyaannya dan defendan kedua juga tidak menafikan resit-resit di ms 123–124 lampiran 65.

D **[14]** Plaintif-plaintif mengemukakan formula-formula yang dijanjikan di ekshs AQ2–AQ8 dalam lampiran 97 tetapi defendan menyangkal formula-formula berkenaan dan sebaliknya mengemukakan eksh NJ di lampiran 67. Namun demikian apabila diteliti ekshs AQ2–AQ8 dalam lampiran 97 dan eksh NJ dalam lampiran 67, saya dapati ekshibit-ekshibit ini E sama dan digunakan bagi perbicaraan penuh yang lalu. Oleh yang demikian cara perkiraan juga tidak bertentangan atau berbeza. Sungguhpun jika dilihat bagi program Loaded 7 terdapat dua angka yang berbeza sama ada harga emas ialah RM94 per gram atau RM11,300 per 100g (RM113 per gram). Namun melalui eksh MH2 ms 123–124 jelas menunjukkan plaintif pertama membeli F pada harga RM11,300 per 100g.

[15] Defendan kedua di dalam perkiraan yang dikemukakan menolak modal yang telah dibayar oleh plaintif-plaintif dan hanya mengaku jumlah RM649,790.51 sebagai pulangan yang patut dibayar kepada plaintif-plaintif. G Jumlah ini merupakan pulangan atau keuntungan sahaja tanpa modal. Sepertimana yang saya nyatakan adalah tidak munasabah jika plaintif-plaintif hanya mendapat kembali keuntungan daripada pelaburan sahaja. Sungguhpun apa yang disebut di dalam perintah perkataan pulangan, jumlah pulangan di dalam sub-perenggan (b) di dalam perenggan (i)–(viii) adalah termasuk modal. H Perintah menolak modal di dalam Jadual B berjumlah RM1,926,862 adalah jelas dan tepat sebab jika dibenarkan ia akan bertindih dengan jumlah pulangan yang berjumlah RM6,719,377.90. Dalam erti kata lain jumlah pulangan di dalam Jadual B telah mengambil kira jumlah modal.

I **[16]** Di dalam kes *Popular Industries Limited v The Eastern Garment Manufacturing Sdn Bhd* [1989] 3 MLJ 360; [1990] 2 CLJ Rep 635 di ms 648 Edgar Joseph Jr H (beliau ketika itu) merujuk kepada kata-kata Lord Goddard dalam kes *Bonham-Carter v Hyde Park Hotel* [1948] WN 89 yang dipersetujui oleh Thomson HB (ketika itu) dalam *Lee Sau Kong v Leow Cheng Chiang*

[1961] MLJ 171, seperti berikut:

> Plaintiffs must understand that if they bring actions for damages it is for them to prove their damage; it is not enough to write down the particulars, and so to speak, throw them at the head of the court, saying, 'This is what I have lost, I ask you to gives me these damages'. They have to prove it.

[17] Plaintif-plaintif telah mengemukakan invois-invois rasmi yang dikeluarkan oleh defendan kelima dan keenam selaku ejen defendan kedua berkenaan dengan pelaburan/pembelian yang dilakukan seperti di dalam ekshs MH2–MH40. Formula atau cara perkiraan adalah seperti di dalam ekshs AQ2–AQ8 yang juga merupakan dokumen-dokumen yang diterima pakai semasa perbicaraan lalu dan juga di dalam ikatan dokumen bersama. Kenyataan-kenyataan paparan facebook oleh ejen-ejen defendan kedua berkenaan formula-formula bagi setiap program yang dipromosikan tidak boleh disangkal oleh defendan kedua. Asas perkiraan ialah sama ada mendapat 'cashback' dan keuntungan atas jualan balik ('returns') atau kedua-duanya dan jelas daripada promosi-promosi yang dipaparkan oleh ejen-ejen defendan kedua 'cashback' dan 'returns' adalah berbeza.

[18] Satu jadual perbandingan telah disediakan atas arahan mahkamah kepada peguam plaintif dan dikemukakan seperti berikut:

Plaintiff	Second defendant's calculation	Plaintiff's calculation
First plaintiff	RSB	RSB
	Gold purchased at RM180/g and sold at RM212/g.	The first plaintiff purchased 400g of gold at RM72,000.
	Profit margin of RM32/g	Profit: RM32 x 400g = RM12,800.
	The first plaintiff purchased 400g. Profit = RM32 x 400g = RM12,800	Returns: RM72,000 (capital) + RM12,800 (profit) = RM84,800.
	The second defendant had only factor in profit as returns to be paid.	However, the first plaintiff is only claiming for RM76,800 for RSB under Table B of SOC.
	(refer to p 6 of encl 67)	(refer to pp 5–6 of encl 97)
	Loaded 7	Loaded 7
	The second defendant had split the calculation into 4 parts and removed the capital from the returns to be paid.	Profit: RM144,100.
		Total returns to be paid by second defendant:

	Total profit as stated by the second defendant: RM6,600 + RM123,000 + RM12,300 + RM2,200 = RM144,100 (refer to pp 6–7 of encl 67) SUR The second defendant did not provide a calculation for this claim and is making a bare denial Total RM12,800 (RSB) + RM144,100 (Loaded 7) = RM156,900	RM144,100 (profit) + (RM33,900 + RM92,000 + RM10,100 + RM5,800 (capital)) = RM285,900. The first plaintiff's claim for Loaded 7 under Table B of SOC is only RM285,500. (refer to pp 6–7 of encl 97) SUR Purchase price: RM180/g Selling price: RM192/g Profit margin: RM12 First plaintiff purchased 1.53g gold at RM275.40 Profit: 1.53g x RM12 = RM18.36 Returns: RM275.40 (capital) + RM18.36 (profit) = RM293.76 (refer to p 8 of encl 97) Total RM76,800 (RSB) + RM285,500 (Loaded 7) + RM293.76 (SUR) = RM362,593.76
Second plaintiff	Loaded 8 Profit for 100g = (RM2,000 x 5 months) – RM10,000 (cashback) = RM0 (refer to p 9 of encl 67)	Loaded 8 Total returns: (RM2,000 x 5 months) + RM10,000 (cashback) = RM20,000 Second plaintiff's claim for Loaded 8 under Table B of SOC = RM4,900 (refer to p 9 of encl 97)
Third plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32.

	Third plaintiff purchased 15g. Profit: 15g x RM32 = RM480 (refer to p 10 of encl 67) SUR The second defendant did not provide a calculation for this claim and is making a bare denial. Total RM480	Third plaintiff purchased 15g gold at RM2,700. Profit: 15g x RM32 = RM480 Returns: RM2,700 (capital) + RM480 (profit) = RM3,180 (refer to p 10 of encl 97) SUR Purchase price: RM180/g Selling price: RM192/gg Profit margin: RM12 First plaintiff purchased 18.86g gold at RM3,394.80 Profit: 18.86g x RM12 = RM226.32 Returns: RM3,394.80 (capital) + RM226.32 (profit) = RM3,621.12 (refer to p 11 of encl 97) Total RM3,180 + RM3,621.12 = RM6,801.12
Fourth plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 Second defendant splits the calculation into 4 parts for purchases totalling to 99g. Profit: (a) 25g x RM32 = RM800 (b) 50g x RM32 = RM1,600 (c) 10g x RM32 = RM320 14g x RM32 = RM448 Total Profit: RM800 + RM1,600 + RM320 + RM448 = RM3,168 (refer to pp 11–12 of encl 67)	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 Fourth plaintiff purchased 99g gold at RM17,820 Profit: 99g x RM32 = RM3,168 Returns: RM3,168 (profit) + RM17,820 (capital) = RM20,988 (refer to p 12 of encl 97)

	Loaded 7 The second defendant did not provide a calculation for this claim. Loaded 8 The second defendant did not provide a calculation for this claim and is making a bare denial. Total RM3,168 (RSB)	Loaded 7 RM1,230 for ten months for every 100g purchase Fourth plaintiff purchased 100g gold. Returns: RM1,230 x 10 months RM12,300 Fourth plaintiff's claim for Loaded 7 is RM11,070 (refer to pp 12–13 of encl 97) Loaded 8 Total returns: (RM2,000 x 5 months) + RM10,000 (cashback) = RM20,000 Fourth plaintiff's claim for Loaded 8 under Table B of SOC = RM14,700 (refer to pp 13–14 of encl 97) Total RM20,988 (RSB) + RM11,070 (Loaded 7) + RM14,700 (Loaded 8) = RM46,758
Fifth plainiff	Loaded 8 Capital: RM12,700 for 100g gold. Returns RM2,000 x 5 months = RM10,000 Cashback: RM10,000 Returns to be paid: RM0 (refer to p 14 of encl 67)	Loaded 8 Fifth plaintiff paid RM12,700 for 100g gold. Total returns: (RM2,000 x 5 months) + RM10,000 (cashback) = RM20,000 Fifth plaintiff's claim for Loaded 8 under Table B of SOC = RM2,700. (refer to pp 14–15 of encl 97)
Sixth plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g	RSB Purchase price: RM180/g Selling price: RM212/g

	Profit margin: RM32 Sixth plaintiff purchased 50g. Profit: 15g x RM32 = RM1,600. (refer to p 15 of encl 67)	Profit margin: RM32 Sixth plaintiff purchased 50g gold at RM9,000 Profit: 50g x RM32 = RM1,600 Returns: RM1,600 (profit) + RM9,000 (capital) = RM10,600 Sixth plaintiff's claim for RSB under Table B of SOC = RM9,600 (refer to pp 15–16 of encl 97)
	Loaded 7 Sixth plaintiff's capital: RM4,500 for 100g. Returns: RM1,230 x 10 months = RM12,300ase Returns received on 8.9.2014 = RM1,230 Returns to be paid = RM12,300 – RM1,230 = RM11,070 (refer to pp 15–16 of encl 67)	Loaded 7 RM1,230 for ten months for every 100g purchase Sixth plaintiff's capital: RM4,500 for 100g gold. Returns: RM1,230 x 10 months RM12,300 Sixth plaintiff's claim for Loaded 7 under Table B of SOC is RM11,070. (refer to p 16 of encl 97)
	Loaded 8 The second defendant did not provide a calculation for this claim and is making a bare denial.	Loaded 8 Sixth plaintiff paid RM4,500 for 100g gold. Total returns: RM2,000 x 5 months = RM10,000 Sixth plaintiff's claim for Loaded 8 under Table B of SOC = RM10,000. (refer to pp 16–17 of encl 97)
	Total RM1,600 (RSB) + RM11,070 (Loaded 7) = RM12,670	Total RM9,600 (RSB) + RM11,070 (Loaded 7) + RM10,000 (Loaded 8) = RM30,670.

Seventh plaintiff	Tempahan Berdiskaun 24K Capital: 1672.6g gold Profit: RM12/g Profit: 1672.6g x RM12 = RM20,071.20 (refer to p 17 of encl 67) Delay 1 Bulan Capital: 1512g gold Profit: RM12/g Profit: 1512g x RM12 = RM18,144 (refer to p 17 of encl 67) Total RM20,071,20 (Tempahan Berdiskaun 24K) + RM18,144 (Delay 1 bulan) = RM38,215.20	Tempahan Berdiskaun 24K Seventh plaintiff paid with 2kg of gold (refer to page 145 of Encl 65.) Returns promised: RM17,000 x 123 months =RM2,091,000 (refer to pp 17–18 of encl 97) Delay 1 Bulan Seventh plaintiff paid with 1.6kg of gold (refer to page 146 of encl 65). Returns promised: RM13,600 x 173 months = RM2,352,800 (refer to p 18 of encl 97) Total RM2,091,000 (Tempahan Berdiskaun 24K) + RM2,352,800 (Delay 1 bulan) = RM4,443,800
Eighth plaintiff	SUR The second defendant did not provide a calculation for this claim.	SUR Purchase price: RM180/g Selling price: RM192/g Profit margin: RM12 Eighth plaintiff purchased 7.16g gold at RM1,288.80 Profit: 7.16g x RM12 = RM85.92 Returns: RM1,288.80 (capital) + RM85.92 (profit) (refer to pp 18–19 of encl 97)
Ninth plaintiff	Loaded 7 Capital: 1,000g Returns: RM12.30 x 1,000g x 10 months = RM123,000 (refer to p 19 of encl 67)	Loaded 7 Capital: RM92,000 for 1,000g gold Returns: RM101,000 (cashback) + (RM12,300 x 10 months) = RM224,000 (refer to p 20 of encl 97)

	Loaded 8 The second defendant did not provide a calculation for this claim. Total RM123,000	Loaded 8 Capital: RM9,900 for 220g gold Calculation for returns: 100g: RM2,000 x 5 months = RM10,000 10g: RM200 x 5 months = RM1,000 Total returns to be paid for 220g: RM22,000 (refer to pp 20–21 of encl 97) Total RM224,000 (Loaded 7) + RM22,000 (Loaded 8) = RM246,000
Tenth plaintiff	Loaded 7 Capital: 100g Returns: RM12.30 x 100g x 10 months = RM12,300 (refer to pp 20–21 of encl 67) Loaded 8 The second defendant did not provide a calculation for this claim and is making a bare denial Total RM12,300	Loaded 7 Capital: RM4,500 for 100g gold. Returns: RM12.30 x 100g x 10 months = RM12,300. (refer to p 22 of encl 97) Loaded 8 Capital: RM900 for 20g gold. Returns for 10g: RM200 x 5 months = RM1,000 Total returns: RM2,000 for 20g gold. (refer to p 22 of encl 97) Total RM12,300 (Loaded 7) + RM2,000 (Loaded 8) = RM14,300
11th plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32

	Second defendant splits the calculation into four parts for purchases totalling to 141.62g.	11th plaintiff purchased 141.62g gold at RM15,546
	Profit:	Profit:
	(a) 55g x RM32 = RM1,760	141.62g x RM32 = RM4,531.84
	(b) 17.42g x RM32 = RM557.44	Returns:
	(c) 2g x RM32 = RM64	RM4,531.84 (profit) + RM15,546 (capital) = RM20,077.84
	(d) 67.20g x RM32 = RM2,150	(refer to p 23 of encl 97)
	Total Profit: RM1,760 + RM557.44 + RM64 + RM2,150 = RM4,531.84	
	(refer to p 22 of encl 67)	
	Loaded 7	Loaded 7
	Capital: 100g gold for RM9,200	Capital: RM27,600 for 300g gold
	Returns: RM12.30 x 100g x 10 months = RM12,300	Returns for 100g: RM10,100 (cashback) + (1,230 x 10 months) = RM22,400
	Capital: 200g gold for RM18,400	Returns for 300g: RM22,400 x 3 = RM67,200
	Returns: RM12.30 x 200g x 10 months = RM24,600	(refer to p 24 of encl 97)
	Total for Loaded 7: RM36,900	
	(refer to p 23 of encl 67)	
	Loaded 8	Loaded 8
	Capital: RM11,700 for 100g Loaded 7	Capital: RM11,700 for 100g Loaded 8 RM22,950 for 510g kontra Loaded 8
	Returns: RM2,000 x 5 months = RM10,000 Cashback paid: RM10,000 Total returns to be paid: RM0.	Calculation: 100g Loaded 8: RM10,000 (cashback) + (RM2,000 x 5 months) = RM20,000
	(refer to p 23 of encl 67)	100g kontra Loaded 8: RM2,000 x 5 months – RM10,000.

		510g kontra Loaded 8: RM10,000 x 5.1 = RM51,000 Total returns = RM20,000 + RM51,000 = RM71,000. (refer to p 25 of encl 97)
	Total RM4,531.84 (RSB) + RM36,900 (Loaded 7) = RM41,431.84	Total RM20,077.84 (RSB) + RM67,200 (Loaded 7) + RM71,000 (Loaded 8) = RM158,277.84
12th plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 12th plaintiff purchased 10g gold Profit: 10g x RM32 = RM320 (refer to p 25 of encl 67)	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 12th plaintiff purchased 10g gold at RM1,800 Profit: 10g x RM32 = RM320 Returns: RM320 (profit) + RM1,800 (capital) = RM2,120 Total RSB returns claimed by 12th plaintiff under Table B, SOC: RM1,920 (refer to p 26 of encl 97)
13th plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 13th plaintiff purchased 150g gold Profit: 150g x RM32 = RM4,800 (refer to p 26 of encl 67) Loaded 7 Capital: 100g gold	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 13th plaintiff purchased 150g gold at RM27,000 Profit: 150g x RM32 = RM4,800 Returns: RM4,800 (profit) + RM27,000 (capital) = RM31,800 (refer to p 27 of encl 97) Loaded 7 Capital: RM5,800 for 100g gold

	Returns for 100g: RM1,230 x 10 months = RM12,300 (refer to p 26 of encl 67) SUR The second defendant did not provide a calculation for this claim and is making a bare denial. Total RM4,800 + RM12,300 = RM17,100	Returns for 100g: RM1,230 x 10 months = RM12,300 (refer to pp 27–28 of encl 97) SUR Purchase price: RM180/g Selling price: RM192/g Profit margin: RM12 13th plaintiff purchased 187.78g gold at RM33,800 Profit: 187.78g x RM12 = RM2,253.36 Returns: RM33,800 (capital) + RM2,253.36 (profit) = RM36,053.36 (refer to p 28 of encl 97) Total RM31,800 (RSB) + RM12,300 (Loaded 7) + RM36,053.36 (SUR) = RM80,153.36
14th plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 14th plaintiff purchased 3g gold Profit: 3g x RM32 = RM96. (refer to p 27 of encl 67) SUR The second defendant did not provide a calculation for this claim and is making a bare denial.	RSB Purchase price: RM180/g Selling price: RM212/g 14th plaintiff purchased 3g gold at RM540 Profit: 3g x RM32 = RM96 Returns: RM96 (profit) + RM540 (capital) = RM636 14th plaintiff's RSB claim under Table B, SOC is RM576 (refer to p 29 of encl 97) SUR Purchase price: RM180/g Selling price: RM192/g Profit margin: RM12

	Total RM96	14th plaintiff purchased 1.33g gold at RM239.40 Profit: 1.33g x RM12 = RM15.96 Returns: RM239.40 (capital) + RM15.96 (profit) = RM255.36 14th plaintiff's SUR claim under Table B, SOC is RM234.08 (refer to pp 29–30 of encl 97) Total RM576 (RSB) + RM234.08 (SUR) = RM810.08
15th plaintiff	RSB Plaintiff Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 15th plaintiff purchased 56g gold Profit: 56g x RM32 = RM1,792 (refer to p 29 of encl 67)	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 15th plaintiff purchased 56g gold at RM10,080 Profit: 56g x RM32 = RM1,792 Returns: RM1,792 (profit) + RM10,080 (capital) = RM11,872 15th plaintiff's RSB claim under Table B, SOC is RM10,752 (refer to pp 30–31 of encl 97)
16th plaintiff	SUR The second defendant did not provide a calculation for this claim and is making a bare denial.	SUR Purchase price: RM180/g Selling price: RM192/g Profit margin: RM12 16th plaintiff purchased 5g gold at RM900 Profit: 5g x RM12 = RM60 Returns claimed: RM900 (capital) + RM60 (profit) = RM960

		(refer to p 32 of encl 97)
17th plaintiff	Loaded 8 The second defendant did not provide a calculation for this claim and is making a bare denial.	Loaded 8 Capital: RM4,500 for 100g gold. Returns for 100g: RM2,000 x 5 months = RM10,000 (refer to pp 32–33 of encl 97)
18th plaintiff	Loaded 8 The second defendant did not provide a calculation for this claim and is making a bare denial.	Loaded 8 Capital: RM26,400 for 200g gold. Returns for 100g: RM10,000 (cashback) + (RM2,000 x 5 months) = RM20,000. Returns for 200g: RM40,000 18th plaintiff's Loaded 8 claim under Table B, SOC is RM26,400 (refer to pp 33–34 of encl 97)
19th plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 19th plaintiff purchased 3g gold Profit: 3g x RM32 = RM96 SUR The second defendant did not provide a calculation for this claim and is making a bare denial.	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 19th plaintiff purchased 3g gold at RM540 Profit: 3g x RM32 = RM96 Returns: RM96 (profit) + RM540(capital) = RM636 19th plaintiff's RSB claim under Table B, SOC is RM576 (refer to pp 34–35 of encl 97) SUR Purchase price: RM180/g Selling price: RM192/g Profit margin: RM12

		19th plaintiff purchased 4.01g gold at RM721.80 Profit: 4.01g x RM12 = RM48.12 Returns claimed: RM721.80 (capital) + RM48.12 (profit) = RM769.92 (refer to p 35 of encl 97)
	Total RM96	Total RM576 + RM769.92 = RM1,345.92
20th plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 20th plaintiff purchased 20g gold Profit: 20g x RM32 = RM640 (refer to p 32 of encl 67) Loaded 7 Capital: 1kg gold Returns for 100g: RM1,230 x 10 months = RM12,300 Returns for 1 kg: RM12,300 x 10 = RM123,000. (refer to p 33 of encl 67) SUR The second defendant did not provide a calculation for this claim and is making a bare denial.	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 20th plaintiff purchased 20g gold at RM3,600 Profit: 20g x RM32 = RM640 Returns: RM640 (profit) + RM3,600 (capital) = RM4.240 20th plaintiff's RSB claim under Table B, SOC is RM3,840 (refer to pp 36–37 of encl 97) Loaded 7 Capital: RM92,000 for 1kg gold Returns for 100g: RM10,100 (cashback) + (1,230 x 10 months) = RM22,400 Returns for 1kg: RM22,400 x 10 = RM224,000. (refer to p 37 of encl 97) SUR Purchase price: RM180/g Selling price: RM192/g Profit margin: RM12

		20th plaintiff purchased 24.69g gold at RM4,444.20 Profit: 24.69g x RM12 = RM296.28 Returns claimed: RM4,444.20 (capital) + RM296.28 (profit) = RM4,740.48. 20th plaintiff's SUR claim under Table B, SOC is RM3,168 (refer to pp 37–38 of encl 97)
	BKB Purchase price: RM170/g Profit margin: RM12/g Capital: 10g gold Returns: 10g x RM12 = RM120 in which second defendant alleged to have paid the 20th plaintiff (refer to p 33 of encl 67)	BKB Purchase price: RM170/g Selling price: RM182/g Profit margin: RM12 20th plaintiff purchased 10g gold at RM1,700 Profit: 10g x RM12 = RM120 Returns claimed: RM1,700 (capital) + RM120 (profit) = RM1,820. 20th plaintiff's BKB claim under Table B, SOC is RM1,284.48. (refer to p 38 of encl 97)
	Total RM640 (RSB) + RM123,000 (Loaded 7) = RM123,640	Total RM3,840 (RSB) + RM224,000 (Loaded 7) + RM3,168 (SUR) + RM1,284.48
21st plaintiff	Loaded 7 Capital: 100g gold Returns for 100g: RM1,230 x 10 months = RM12,300 (refer to pp 34–35 of encl 67)	Loaded 7 Capital: RM9,200 for 100g gold Returns for 100g: RM10,100 (cashback) + (1,230 x 10 months) = RM22,400 (refer to p 39 of encl 97)

22nd Plaintiff	RSB The second defendant did not provide a calculation for this claim and is making a bare denial.	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 22nd Plaintiff purchased 5g gold at RM900 Profit: 5g x RM32 = RM160 Returns: RM160 (profit) + RM900 (capital) = RM1,060 (refer to p 40 of encl 97)
23rd plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 23rd plaintiff purchased 20g gold Profit: 20g x RM32 = RM640 (refer to p 36 of encl 67) Loaded 8 Capital: RM81,900 for 700g Loaded 8 Returns: RM12.30 x 700g x10 months = RM86,100 Cashback paid: RM70,000 Total returns to be paid: RM16,100 (refer to p 37 of encl 67)	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 23rd plaintiff purchased 20g gold at RM3,600 Profit: 20g x RM32 = RM640 Returns: RM640 (profit) + RM3,600 (capital) = RM4.240 23rd plaintiff's RSB claim under Table B, SOC is RM1,920 (refer to p 41 of encl 97) Loaded 8 Capital: RM81,900 for 700g Loaded 8 RM4,500 for 100g kontra Loaded 8 Calculation: 100g Loaded 8: RM10,000 (cashback) + (RM2,000 x 5 months) = RM20,000. 700g Loaded 8: RM20,000 x 7 = RM140,000 Cashback received: RM70,000 100g kontra Loaded 8: RM2,000 x 5 months – RM10,000.

		Total returns = RM140,000 + RM10,000 - RM70,000 = RM80,000
	Total RM640 (RSB) + RM16,100 (Loaded 8) = RM16,740	Total RM1,920 (RSB) + RM80,000 (Loaded 8) = RM81,920 (refer to pp 41–42 of encl 97)
24th plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 24th plaintiff purchased 28g gold Profit: 28g x RM32 = RM896 claimed to be paid to 24th plaintiff on 27.10.2014 (refer to p 38 of encl 67) Loaded 7 Capital: RM4,500 for 100g gold Returns for 100g: RM1,230 x 10 months = RM12,300 Payment previously made: RM1,230 Payment to be made: RM11,070 (refer to pp 38–39 of encl 67) Total RM11,070	RSB Purchase price: RM180/g Profit margin: RM32 Plaintiff purchased 28g gold at RM5,040 Profit: 28g x RM32 = RM896 Returns: RM896 (profit) + RM5,040 (capital) = RM5,936 24th plaintiff's RSB claim under Table B, SOC is RM4,480 (refer to p 43 of encl 97) Loaded 7 Capital: RM4,500 for 100g gold Returns for 100g: RM1,230 x 10 months = RM12,300 24th plaintiff's Loaded 7 claim under Table B, SOC is RM11,070. (refer to pp 43–44 of encl 97) Total RM4,480 (RSB) + RM11,070 (Loaded 7) = RM15,550
25th plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32

	25th plaintiff purchased 50g gold Profit: 50g x RM32 = RM1,600 (refer to p 40 of encl 67)	25th plaintiff purchased 50g gold at RM9,000 Profit: 50g x RM32 = RM1,600 Returns: RM1,600 (profit) + RM9,000 (capital) = RM10,600 25th plaintiff's RSB claim under Table B, SOC is RM9,600 (refer to pp 44–45 of encl 97)
26th plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 26th plaintiff purchased 70g gold Profit: 70g x RM32 = RM2,240 (refer to p 41 of encl 67) Loaded 8 Capital: RM11,700 for 100g gold. Returns: RM2,000 5 months = RM10,000 Cashback paid: RM10,000 Total returns to be paid: RM0. (refer to p 42 of encl 67) Total RM2,240	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 26th plaintiff purchased 180g gold at RM32,400 Returns promised: 180g x RM32 x 6 months: RM34,560 (refer to pp 44–46 of encl 97) Loaded 8 Capital: RM11,700 for 100g gold. Returns: RM10,000 (cashback) + (RM2,000 x 5 months) = RM20,000 26th plaintiff's Loaded 8 claim under Table B, SOC is RM11,700 (refer to p 46 of encl 97) Total RM34,560 (RSB) + RM11,700 (Loaded 7) = RM46,260
27th plaintiff	SUR The second defendant did not provide a calculation for this claim and is making a bare denial.	SUR Purchase price: RM180/g Selling price: RM192/g Profit margin: RM12

		27th plaintiff purchased 11.25g gold at RM2,025 Profit: 11.25g x RM12 = RM135 Returns claimed: RM2,025 (capital) + RM135 (profit) = RM2,160 (refer to p 47 of encl 97)
28th plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 28th plaintiff purchased 44.44g gold Profit: 44.44g x RM32 = RM1,422.08 (refer to p 43 of encl 67) Loaded 8 The second defendant did not provide a calculation for this claim and is making a bare denial. Total RM1,422.08	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 28th plaintiff purchased 44.44g gold at RM8,000 Profit: 44.44g x RM32 = RM1,422.08 Returns: RM1,422.08 (profit) + RM8,000 (capital) = RM9,422.08 (refer to p 48 of encl 97) Loaded 8 Capital: RM2,250 for 50g gold. Returns for 100g: RM2,000 x 5 months = RM10,000 (refer to pp 48–49 of encl 97) Total RM9,422.08 (RSB) + RM5,000 (Loaded 8) = RM14,422.08
29th plaintiff	SUR The second defendant did not provide a calculation for this claim and is making a bare denial.	SUR Purchase price: RM180/g Selling price: RM192/g Profit margin: RM12 29th plaintiff purchased 3.33g gold at RM600 Profit: 3.33g x RM12 = RM39.96

		Returns: RM600 (capital) + RM39.96 (profit) = RM639.96 29th plaintiff's SUR claim under Table B, SOC is RM459.54 (refer to p 50 of encl 97)
30th plaintiff	Loaded 8 The second defendant did not provide a calculation for this claim and is making a bare denial.	Loaded 8 Capital: RM4,500 for 100g Returns: RM2,000 x 5 months = RM10,000gold. 30th plaintiff's Loaded 8 claim under Table B, SOC is RM4,500 (refer to pp 50–51 of encl 97)
31st plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 31st plaintiff purchased 40g gold Profit: 40g x RM32 = RM1,280 (refer to p 46 of encl 67) Loaded 8 The second defendant did not provide a calculation for this claim and is making a bare denial. Total	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 31st plaintiff purchased 40g gold at RM7,200 Profit: 40g x RM32 = RM1,280. Returns: RM1,280 (profit) + RM7,200 (capital) = RM8,480 31st plaintiff's RSB claim under Table B, SOC is RM7,680. (refer to pp 51–52 of encl 97) Loaded 8 Capital: RM4,500 for 100g gold. Returns: RM2,000 x 5 months = RM10,000 (refer to p 52 of encl 97) Total

	RM1,280	RM7,680 (RSB) + RM10,000 (Loaded 8) = RM17,680
32nd Plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 32nd Plaintiff purchased 10g gold Profit: 10g x RM32 = RM320 which the second defendant alleged to have paid the 32nd Plaintiff. (refer to p 47 of encl 67) Loaded 7 Capital: RM4,500 for 100g gold Returns for 100g: RM1,230 x 10 months = RM12,300 (refer to pp 47–48 of encl 67) SUR The second defendant did not provide a calculation for this claim and is making a bare denial.	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 32nd Plaintiff purchased 10g gold at RM1,800 Profit: 10g x RM32 = RM320 Returns: RM320 (profit) + RM1,800 (capital) = RM2,120 32nd Plaintiff's RSB claim under Table B, SOC is RM1,440. (refer to p 53 of encl 97) Loaded 7 Capital: RM9,200 for 100g gold Returns for 100g: RM1,230 x 10 months = RM12,300 24th plaintiff's Loaded 7 claim under Table B, SOC is RM10,100. (refer to p 54 of encl 97) SUR Purchase price: RM180/g Selling price: RM192/g Profit margin: RM12 32nd Plaintiff purchased 5g gold at RM900 Profit: 5g x RM12 = RM60 Returns: RM900 (capital) + RM60 (profit) = RM960 32nd Plaintiff's SUR claim under Table B, SOC is RM960

	Total RM12,300	(refer to p 54 of encl 97) Total RM1,440 (RSB) + RM10,100 (Loaded 7) + RM960 (SUR) = RM12,500
33rd plaintiff	TB Purchase price: RM180/g Selling price: RM194/g Profit margin: RM14 33rd plaintiff purchased 50g gold Profit: 50g x RM14 = RM700 which was alleged by the second defendant to have been paid to the 33rd plaintiff. (refer to p 50 of encl 67) RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 33rd plaintiff purchased 50g and 91.67g gold Profit: 1) 50g x RM32 = RM1,600 2) 91.67g x RM32 = RM2,933.44 Payment to be made to 33rd plaintiff: RM4,533.44 (refer to p 49 of encl 67) Loaded 7 Capital: 100g gold Returns: RM12.30 x 100g x 10 months = RM12,300	TB Purchase price: RM165/g Selling price: RM177/g Profit margin: RM12 33rd plaintiff purchased 50g gold at RM9,000 Profit: 50g x RM12 = RM600 Returns: RM9,000 (capital) + RM600 (profit) = RM9,600 (refer to p 55 of encl 97) RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 33rd plaintiff purchased 141.67g gold at RM25,500 Profit: 141.67g x RM32 = RM4,533.44 Returns: RM4,533.44 (profit) + RM25,500 (capital) = RM30,033.44 33rd plaintiff's RSB claim under Table B, SOC is RM27,200.64. (refer to p 56 of encl 97) Loaded 7 Capital: RM5,800 for 100g gold Returns for 100g: RM1,230 x 10 months = RM12,300

	(refer to p 50 of encl 67) Loaded 8 The second defendant did not provide a calculation for this claim and is making a bare denial. Total RM4,533.44 (RSB) + RM12,300 (Loaded 7) = RM16,833.44	(refer to p 56 of encl 97) Loaded 8 Capital: RM4,500 for 100g gold. Returns: RM2,000 x 5 months = RM10,000 (refer to p 57 of encl 97) Total RM9,600 (TB) + RM27,200.64 (RSB) + RM12,300 (Loaded 7) + RM10,000 (Loaded 8) = RM59,100.64
34th plaintiff	TB Purchase price: RM180/g Selling price: RM194/g Profit margin: RM14 34th plaintiff purchased 5g gold Profit: 5g x RM14 = RM70 which the second defendant alleged to have paid to the 34th plaintiff. (refer to p 52 of encl 67) RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 34th plaintiff purchased 10g gold Profit: 10g x RM32 = RM320 which the second defendant alleged to have paid to the 34th plaintiff. (refer to p 52 of encl 67) Loaded 8	TB Purchase price: RM165/g Selling price: RM177/g Profit margin: RM12 34th plaintiff purchased 5g gold at RM900 Profit: 5g x RM12 = RM60 Returns: RM900 (capital) + RM60 (profit) = RM960 (refer to p 58 of encl 97) RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 34th plaintiff purchased 15g gold at RM2,700 Profit: 15g x RM32 = RM480 Returns: RM480 (profit) + RM2,700 (capital) = RM3,180 (refer to p 58 of encl 97) Loaded 8

	The second defendant did not provide a calculation for this claim and is making a bare denial. SUR The second defendant did not provide a calculation for this claim and is making a bare denial. Total RM0	Capital: RM1,350 for 30g gold. Returns for 100g: RM2,000 x 5 months = RM10,000 Returns for 30g: RM10,000 x (30/100) = RM3,000 (refer to pp 59 of encl 97) SUR Purchase price: RM180/g Selling price: RM192/g0 Profit margin: RM12 34th plaintiff purchased 2g gold at RM360 Profit: 2g x RM12 = RM24 Returns: RM360 (capital) + RM24 (profit) = RM384 (refer to pp 59–60 of encl 97) Total RM960 (TB) + RM3,180 (RSB) + RM3,000 (Loaded 8) + RM384 (SUR) = RM7,524
35th plaintiff	RSB The second defendant did not provide a calculation for this claim and is making a bare denial. Loaded 7 Capital: RM27,600 for 300g gold Returns: RM12.30 x 300g x 10 months = RM36,900	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 35th plaintiff purchased 171.66g gold at RM30,898.80 Profit: 171.66g x RM32 = RM5,493.12 Returns: RM5,493.12 (profit) + RM30,898.80 (capital) = RM36,391.92 (refer to p 61 of encl 97) Loaded 7 Capital: RM27,600 for 300g gold Returns for 100g: RM1,230 x 10 months = RM12,300

	(refer to p 54 of encl 67)	Returns for 300g: RM12,300 x 3 = RM36,900 Returns for 300g: RM12,300 x 3 = RM36,900 (refer to pp 61–62 of encl 97)
	Loaded 8 Capital: a) Returns: RM2,000 x 5 months = RM10,000 Cashback received: RM10,000 Returns: RM0. b) Returns: RM2,000 x 5 months = RM10,000 Cashback received: RM10,000 Returns: RM0. (refer to pp 54–55 of encl 67) Total RM36,900	Loaded 8 Capital: RM25,900 for 200g gold. Returns for 200g: RM10,000 (cashback) + (RM2,000 x 5 months) + (RM2,000 x 5 months) = RM30,000 Cashback received: RM10,000 Returns unpaid: RM20,000 (refer to p 62 of encl 97) Total RM36,391.92 (RSB) + RM36,900 (Loaded 7) + RM20,000 (Loaded 8) = RM93,291.92.
36th plaintiff	Loaded 7 Capital: 100g gold Returns: RM12.30 x 100g x 10 months = RM12,300 Cashback paid: RM10,100 = RM2,200 (refer to pp 56–57 of encl 97) Loaded 8 Capital: 600g gold Returns: RM2,000 x 6 x 5 months = RM60,000 Cashback paid: RM60,000 Returns: RM0. (refer to p 57 of encl 67)	Loaded 7 Capital: RM9,200 for 100g gold Returns for 100g: Rm10,100 (cashback) + (RM1,230 (refer to p 64 of encl 97) Loaded 8 Capital: RM75,000 for 600g Loaded 8 RM13,200 for 100g Loaded 8 RM23,850 for 530g kontra Loaded 8 Calculation: 100g Loaded 8: RM10,000 (cashback) + (RM2,000 x 5 months) = RM20,000.

		700g Loaded 8: RM20,000 x 7 = RM140,000 Cashback received: RM70,000 100g kontra Loaded 8: RM2,000 x 5 months – RM10,000. 530g kontra Loaded 8: RM10,000 x 5.3 = RM53,000 Total returns = RM140,000 + RM53,000 - RM70,000 = RM123,000 (refer to p 64 of encl 97)
	Total RM2,200	Total RM22,400 (Loaded 7) + RM123,000 (Loaded 8) = RM145,400
37th plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 Second defendant splits the calculation into 3 parts for purchases totalling to 278g. Profit: (a) 200g x RM32 = RM6,400 (b) 40g x RM32 = RM1,280 (c) 38g x RM32 = RM1,216 Total Profit: RM6,400 + RM1,280 + RM1,216 = RM8,896 (refer to p 59 of encl 67) Loaded 8 Capital: 500g gold	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 37th plaintiff purchased 345g gold at RM54,900 Profit: 345g x RM32 = RM11,040 Returns: RM11,040 (profit) + RM54,900 (capital) = RM58,560. (refer to p 65 of encl 97) Loaded 8 Capital: RM66,000 for 500g gold.

	Returns: RM2,000 x 5 x 5 months = RM50,000 Cashback paid: RM50,000 Returns: RM0. (refer to pp 59–60 of encl 67) SUR The second defendant did not provide a calculation for this claim and is making a bare denial. Total RM8,896	Returns for 500g: RM10,000 (cashback) + [(RM2,000 x 5 months) x 5] = RM60,000 37th plaintiff's Loaded 8 claim under Table B, SOC is RM16,000 (refer to p 66 of encl 97) SUR Purchase price: RM180/g Selling price: RM192/g Profit margin: RM12 37th plaintiff purchased 1g gold at RM180 Profit: 1g x RM12 = RM12 Returns: RM180 (capital) + RM12 (profit) = RM192 37th plaintiff's SUR claim under Table B, SOC is RM180 (refer to pp 66–67 of encl 97) Total RM56,580 (RSB) + RM16,000 (Loaded 8) + RM180 (SUR) = RM74,740
38th plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 Second defendant splits the calculation into 2 parts for purchases totalling to 46.67g. Profit: (a) 27.5g x RM32 = RM880 (b) 19.17g x RM32 = RM613.44 Total Profit: RM880 + RM613.44 = RM1,493.44	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 38th plaintiff purchased 46.67g gold at RM8,400 Profit: 46.67g x RM32 = RM1,493.44 Returns: RM1,493.44 (profit) + RM8,400 (capital) = RM9,893.44 (refer to pp 67–68 of encl 97)

	(refer to p 61 of encl 67) Loaded 8 The second defendant did not provide a calculation for this claim and is making a bare denial. SUR The second defendant did not provide a calculation for this claim and is making a bare denial. Total RM1,493.44	 Loaded 8 Capital: RM900 for 20g gold. Returns for 100g: RM2,000 x 5 months = RM10,000 Returns for 20g: RM10,000 x (20/100) = RM2,000 (refer to p 68 of encl 97) SUR Purchase price: RM180/g Selling price: RM192/g Profit margin: RM12 38th plaintiff purchased 4.01g gold at RM721.80. Profit: 4.01g x RM12 = RM48.12 Returns: RM721.80 (capital) + RM48.12 (profit) = RM769.92 (refer to pp 68–69 of encl 97) Total RM9,893.44 (RSB) + RM2,000 (Loaded 8) + RM769.92 (SUR) = RM12,663.36
39th plaintiff	TB Purchase price: RM165/g Selling price: RM179/g Profit margin: RM14 39th plaintiff purchased 1.14g gold Profit: 1.14g x RM14 = RM15.96	TB (Converted to RSB) Purchase price: RM165/g Selling price: RM197/g Profit margin: RM32 39th plaintiff purchased 70g gold at RM9,180 Profit: 70g x RM32 = RM2,240

	(refer to p 63 of encl 67)	Returns: RM9,180 (capital) + RM2,240 (profit) = RM11,420 (refer to pp 69–70 of encl 97)
	SUR The second defendant did not provide a calculation for this claim and is making a bare denial.	SUR Purchase price: RM180/g Selling price: RM192/g Profit margin: RM12 39th plaintiff purchased 6.79g gold at RM1,177.20 Profit: 6.79g x RM12 = RM81.48 Returns: RM1,177.20 (capital) + RM81.48 (profit) = RM1,258.68 39th plaintiff's SUR claim under Table B, SOC is RM1,069.20 (refer to p 70 of encl 97)
	Total RM15.95	Total RM11,420 (TB) + RM1,069.20 (SUR) = RM12,489.20
40th plaintiff	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 Second defendant splits the calculation into 2 parts for purchases totalling to 15.33g. Profit: (c) 2g x RM32 = RM64 (d) 13.33g x RM32 = RM426.56 Total Profit: RM64 + RM426.56 = RM490.56 (refer to p 64 of encl 67)	RSB Purchase price: RM180/g Selling price: RM212/g Profit margin: RM32 40th plaintiff purchased 15.33g gold at RM2,759.40 Profit: 15.33g x RM32 = RM490.56 Returns: RM490.56 (profit) + RM2,759.40 (capital) = RM3,249.96 40th plaintiff's RSB claim under Table B, SOC is RM3,188.54. (refer to pp 71–72 of encl 97)

	Loaded 8 The second defendant did not provide a calculation for this claim and is making a bare denial.	Loaded 8 Capital: RM59,580 for 403g gold. Returns for 100g: RM10,000 (cashback) + (RM2,000 x 5 months) = RM20,000 Returns for 400g = RM20,000 x 4 = RM80,000 Returns for 3g = RM10,000 x (3/100) = RM300 40th plaintiff's Loaded 8 claim under Table B, SOC is RM80,300 (refer to p 72 of encl 97)
	SUR The second defendant did not provide a calculation for this claim and is making a bare denial.	SUR Purchase price: RM180/g Selling price : RM192/g Profit margin : RM12 40th plaintiff purchased 2.67g gold at RM480.60 Profit : 2.67g x RM12 = RM32.04 Returns: RM480.60 (capital) + RM32.04 (profit) = RM512.64 40th plaintiff's SUR claim under Table B, SOC is RM411.18 (refer to p 73 of encl 97)
	Total RM490.56	Total RM3,188.64 (RSB) + RM80,300 (Loaded 8) + RM411.18 (SUR) = RM83,899.82
GRAND TOTAL	RM649,790.51 (refer to pp 65–67 of encl 97)	RM6,401,830.56 (refer to pp 73–74 of encl 97)

[19] Jelas daripada perbandingan ini defendan kedua menolak harga jualan

kerana dikatakan sebagai modal. Sebagaimana yang telah saya putuskan sebelum ini pulangan seperti dalam perintah tidak logik jika plaintif-plaintif hanya berhak kepada keuntungan.

[20] Defendan kedua cuba menolak program SUR atas alasan ianya adalah inisiatif defendan kelima tanpa pengetahuan dan kebenaran defendan kedua. Hakim perbicaraan telah mendapati defendan kelima dan keenam adalah ejen defendan kedua dan tiada rayuan dibuat atas keputusan tersebut, maka defendan kedua tidak boleh mengelak tanggungan tersebut.

[21] Saya berpuas hati bahawa plaintif-plaintif telah kemukakan keterangan dokumentar bagi menyokong transaksi-transaksi yang berlaku dan beban pembuktian berpindah kepada defendan kedua bagi menyangkal bukti-bukti tersebut (*Sarawak Building Supplies Sdn Bhd v The Director of Forests & Ors* [2009] 9 MLJ 224). Defendan kedua dalam percubaan untuk menyangkal keterangan plaintif-plaintif dengan membangkitkan isu cara perkiraan. Apa yang nyata dokumen-dokumen yang digunakan untuk sokongan adalah dokumen-dokumen yang sama. Jika jumlah atau harga per gram/100g dipertikaikan saya kira melalui invois-invois yang dikemukakan oleh plaintif-plaintif telah membuktikan harga per gram/100g adalah sepertimana yang dibayar oleh plaintif-plaintif. Oleh yang demikian berdasarkan keterangan yang dikemukakan saya mendapati plaintif-plaintif berjaya atas imbangan keberangkalian membuktikan tuntutan ganti rugi mereka dan dengan itu defendan kedua hendaklah membayar ganti rugi sebanyak RM6,401,380.56 kepada plaintif-plaintif.

[22] Walaupun plaintif ke dua puluh sembilan tidak mengemukakan apa-apa dokumen sokongan berkaitan dengan tuntutannya dan berikutan itu peguam defendan kedua yang terpelajar berhujah bahawa plaintif ke-29 tidak berhak mendapat apa-apa kembali, saya berpendapat ketiadaan keterangan sokongan tidak bermakna tuntutan plaintif ke dua puluh sembilan gagal. Dalam kes *Pan Malaysian Pools Sdn Bhd v Kwan Tat Thai & Anor and other appeals* [2018] 4 MLJ 461 Mahkamah Rayuan memberikan satu awad yang nominal bagi tuntutan ganti rugi am yang tidak disertakan dengan dokumen sokongan. Hamid Sultan HMR menyatakan di ms 472 seperti berikut:

> [14] There are a number of cases to support the proposition that once a breach has been proved, the claimant is entitled to damages. If he fails to prove any actual or substantial loss, then his entitlement will be limited to nominal damages only (see *Ruxley Electronics and Construction Ltd v Forsyth* [1995] 3 All ER 268; *Charter v Sullivan* [1957] 2 QB 117; *Melachrino v Nickoll and Knight* [1920] 1 KB 693 and *Tan Eng Seong v Malayan Banking Bhd* [1997] MLJU 36.

Plaintif ke dua puluh sembilan hanya melabur di dalam program SUR dan tidak mendapat apa-apa pulangan langsung. Mahkamah bicara telah

memutuskan tuntutan beliau juga berjaya dibuktikan dan defendan kedua tidak mengemukakan apa-apa rayuan. Tuntutan plaintif ke dua puluh sembilan hanya sebanyak RM459.54 yang merupakan satu jumlah yang amat kecil. Oleh yang demikian tuntutan ini saya benarkan berpandukan prinsip kes di atas dan ianya satu jumlah yang nominal.

[23] Berkaitan dengan *penal endorsement* di dalam perintah bertarikh 17 Mei 2017 peguam defendan kedua berhujah bahawa ianya tidak patut dimasukkan. Saya mendapati perintah ini telah dimeterai bermakna ia adalah satu perintah yang muktamad (*sealed/perfected*) dan saya tidak boleh mengubah atau memadamkannya dan memandangkan tiada rayuan dikemukakan oleh defendan kedua. Di dalam kes *Lee Gee Pheng v RHB Bank Bhd* [2004] 1 MLJ 618; [2003] 2 MLRA 122 Mahkamah Rayuan menyatakan pada ms 124 seperti berikut:

> [14] It is worthy of note that once an order of court has been drawn up and perfected, as in this case, it cannot be altered, varied or set aside as the court is functus officio. The proper recourse for a party dissatisfied with the order is to appeal against it. However, this general principle is subject to certain established exceptions which allow the court to set aside or amend a final order. A final order may be set aside or amended without the need to appeal in the following cases:
>
> (i) to correct errors in expressions of the intention of the court (the slip rule) pursuant to O 20 r 11 of the RHC;
>
> (ii) where the order is made in the absence of a party at the hearing: O 28 r 4(1); O 32 r 6; O 35 r 2 of the RHC;
>
> (iii) where the order has been obtained in breach of natural justice: *Muniandy a/l Thamba Kaundan & Anor v D & C Bank Bhd & Anor* [1996] 1 MLJ 374 (refd);
>
> (iv) where the order contravenes a substantive statutory provision rendering it defective on grounds of illegality or lack of jurisdiction; and
>
> (v) where the justice of the case requires the court to correct a serious defect in the order: *Badiaddin bin Mohd Mahidin & Anor v Arab Malaysian Finance Bhd* [1998] 1 MLJ 393 (refd); *Selvam Holdings (M) Sdn Bhd v Grand Kenyon & Eckhardt Sdn Bhd; (BSN Commercial Bank (M) Bhd & Ors, interveners)* [2000] 3 MLJ 201 (refd).

Saya tidak dapati situasi-situasi yang disenaraikan di atas ditunjukkan oleh pihak defendant kedua bagi membolehkan perintah tersebut dipinda.

A *Perintah sewajarnya.*

Dilaporkan oleh Nabilah Syahida Abdullah Salleh

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